



The Regular Meeting of the West Valley City Council will be held on Tuesday, July 26, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted July 21, 2016 at 12:00 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Steve Vincent
4. Special Recognitions
5. Approval of Minutes:
 - A. July 19, 2016
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Declaring August 2016 as "Neighborhood Nights" Month and August 2, 2016 as "National Night Out 2016" in West Valley City
7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone.)

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- A. Public Comments
 - B. City Manager Comments
 - C. City Council Comments
8. Resolutions:
- A. 16-107: Approve the Purchase of EMC Data Backup System (Continued from the July 5, 2016 City Council Regular Meeting)
 - B. 16-112: Authorize the City to Enter into Property Schedule No. 6 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc. with Respect to a Lease for the Purchase and Replacement of Data Processing Equipment
 - C. 16-113: Authorize the Execution of a Sales Contract between West Valley City and Cloud Sherpas for Hosted Google Apps, E-Mail, and Google Drive Storage
 - D. 16-114: Authorize West Valley City to Purchase a Tymco 600 Sweeper from Intermountain Sweeper for Use by the Public Works Department
 - E. 16-115: Award a Contract to Staker Parson Companies for the 2016 Asphalt Overlay Project
9. Consent Agenda:

- A. Reso 16-116: Authorize the City to Accept a Non-Exclusive Sewer Easement with Kearns Improvement District and a Grant of Temporary Construction Easement to Ralph L. Wadsworth Construction for Property Located at Approximately 6342 West 5400 South
 - B. Reso 16-117: Ratify the City Manager's Appointment of Matt MacPherson to the Professional Standards Review Board for a Term Commencing July 26, 2016 and Ending July 1, 2018
 - C. Reso 16-118: Ratify the City Manager's Appointment of John O'Donnell to the Professional Standards Review Board for a Term Commencing July 26, 2016 and Ending July 1, 2018
- 10. New Business:
 - A. Reso. 16-119: Award a Contract to Morgan Pavement for the 2016 Asphalt Polymer Treatment Project
 - 11. Motion for Executive Session
 - 12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – JULY 19, 2016

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, JULY 19, 2016, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

ABSENT:

Lars Nordfelt, Councilmember At-Large

STAFF PRESENT:

Paul Isaac, Acting/Assistant City Manager/HR Director
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/ CED Director
Eric Bunderson, City Attorney
Steve Hyde, Acting Finance Director
Lee Russo, Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Chris Curtis, Acting CPD
Nancy Day, Acting Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Steve Pastorik, CED Department
Jake Arslanian, Public Works Department

OPENING CEREMONY

Councilmember Steve Buhler conducted the Opening Ceremony. He requested members of the City Council, City staff, and the audience to rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS

MINUTES OF COUNCIL REGULAR MEETING – JULY 19, 2016

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Mayor Bigelow welcomed Scout Troop Nos. 4675 and 1945 in attendance at the meeting to complete requirements for the Citizenship in the Community and Communications merit badges.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JULY 12, 2016

The Council considered the Minutes of the Regular Meeting held July 12, 2016. There were no changes, corrections or deletions.

Councilmember Lang moved to approve the Minutes of the Regular Meeting held July 12, 2016. Councilmember Huynh seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

TODD POSSELLI, PUBLISHER OF UTAH FAMILY MAGAZINE- PRESENTATION OF 2016 FAMILY FAVORITE AWARDS TO THE WEST VALLEY CITY FAMILY FITNESS CENTER

Mayor Bigelow introduced Todd Posselli, Publisher of the Utah Family Magazine.

Mr. Posselli addressed the City Council and informed the West Valley Family Fitness Center did very well each year and had been voted overall family favorite recreation center for the third year in a row.

Other “favorite” awards received included the following: 2nd place after school program and climbing center, 3rd place day camp program, 4th place swimming pool, and 5th place martial arts program.

Mr. Posselli presented a plaque to the Fitness Center Director, Nancy Day and members of the Family Fitness Center Staff.

Members of the Council offered congratulations and expressed appreciation to the Family Fitness Center staff.

COMMENT PERIOD

A. PUBLIC COMMENTS

Upon inquiry, there were no members of the public who wished to speak.

B. CITY MANAGER COMMENTS

Acting City Manager, Paul Isaac, had no comments.

B. CITY COUNCIL COMMENTS

MINUTES OF COUNCIL REGULAR MEETING – JULY 19, 2016

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Upon inquiry, there were no members of the Council who wished to speak.

PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. ZT-9-2016, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT AMENDMENT TO ADD SECTION 7-34 TO ALLOW FOR ACCESSORY DWELLING UNITS UNDER CERTAIN CONDITIONS

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 19, 2016, in order for the City Council to hear and consider public comments regarding application no. ZT-9-2016, filed by West Valley City, requesting a Zone Text Amendment to add Section 7-34 to allow for accessory dwelling units under certain conditions.

Mayor Bigelow presented proposed Ordinance No. 16-33 related to the proposal to be considered by the City Council subsequent to the public hearing.

The City Council had previously received written information as follows:

West Valley City staff is recommending the addition of Chapter 7-34 to the Zoning Ordinance to allow accessory dwelling units (ADUs) within single family dwellings under certain conditions. The County and State have been working to find solutions to reduce homelessness and create more affordable housing. To show the City's ongoing support in these efforts, the City Council recently passed the attached resolution setting forth and reaffirming West Valley City's commitment to fight housing insecurity and homelessness. This resolution included the following direction for City staff: "The City Council directs staff to prepare an ordinance permitting the development of accessory dwelling units on appropriate properties to increase the availability of affordable housing in the City."

The proposed ordinance has been narrowly drafted to only allow accessory dwelling units under certain conditions. A summary of these conditions is listed below:

- The minimum lot size required for an ADU shall be 16,000 square feet.
- The maximum lot width for an ADU shall be 99'.
- ADUs shall only be allowed in zones that allow single-family dwellings.
- ADUs shall only be allowed on properties with homes built prior to 1980.
- ADUs shall be located on properties designated for single-family dwellings in the West Valley City General Plan.
- A primary dwelling unit containing an ADU shall be occupied by the owner of the premises.
- All accessory dwelling units shall meet the design standards listed in the ordinance.

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Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

ACTION: ORDINANCE NO. 16-33, ENACT CHAPTER 7-34 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ESTABLISH REGULATIONS CONCERNING ACCESSORY DWELLING UNITS

The City Council previously held a public hearing regarding Application No. ZT-9-2016 and proposed Ordinance No. 16-33 that would enact Chapter 7-34 of the West Valley City Municipal Code to establish regulations concerning accessory dwelling units.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Steve Vincent moved to continue (to a date uncertain) Application ZT-9-2016 and Ordinance No. 16-33, an ordinance enacting Chapter 7-34 of the West Valley City Municipal Code to establish regulations concerning accessory dwelling units. Councilmember Don Christensen seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mayor Bigelow	Yes

Unanimous. CONTINUED.

PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. ZT-10-2016, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT AMENDMENT TO ADD SECTIONS 7-6-1801 THROUGH 7-6-1811 TO CREATE THE SUPPORTIVE HOUSING ZONE

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 19, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-10-2016, filed by West Valley City, requesting a Zone Text Amendment to add Sections 7-6-1801 through 7-6-1811 to create the Supportive Housing Zone.

Mayor Bigelow presented proposed Ordinance No. 16-34 related to the proposal to be considered by the City Council subsequent to the public hearing.

MINUTES OF COUNCIL REGULAR MEETING – JULY 19, 2016

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The City Council had previously received written information as follows:

West Valley City staff is recommending the addition of Sections 7-6-1801 through 7-6-1812 to create the Supportive Housing (SH) Zone. The County and State have been working to find solutions to reduce homelessness and create more affordable housing. To show the City's ongoing support in these efforts, the City Council recently passed the attached resolution setting forth and reaffirming West Valley City's commitment to fight housing insecurity and homelessness. This resolution included the following direction for City staff: "The City Council directs staff to evaluate the General Plan and local zoning to facilitate the development of permanent supportive housing in the City." According to the Corporation for Supportive Housing (CSH), supportive housing "combines and links permanent, affordable housing with flexible, voluntary support services designed to help the tenants stay housed and build the necessary skills to live as independently as possible."

The proposed Supportive Housing Zone was patterned after the RM (residential, multi-family) Zone; however, there are significant differences between the two. For example, the area, density and height regulations as well as the allowed uses are different.

Two examples of supportive housing in West Valley include the Kelly Benson Apartments at 3122 S 3600 W and the Jared Alan Campbell Court Apartments at 1596 W 3395 S. The Kelly Benson Apartments provide 59 permanent supportive housing units on 2.3 acres for seniors aged 55 and older with disabling conditions including those who have been homeless or chronically homeless. The Jared Alan Campbell Court Apartments provide 26 units on 2.6 acres for single women and families that are victims of domestic violence and are at risk of abuse. Both projects are 2 story buildings.

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

ACTION: ORDINANCE NO. 16-34, AMEND SECTION 7-5-101 AND ENACT PART 7-6-1800P OF THE WEST VALLEY CITY MUNICIPAL CODE TO ESTABLISH A SUPPORTIVE HOUSING ZONE

The City Council previously held a public hearing regarding Application No. ZT-10-2016 and proposed Ordinance No. 16-34 that would approve amending Section 7-5-101 and enacting Part 7-6-1800P of the West Valley City Municipal Code to establish a Supportive Housing Zone.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Lang moved to approve Application No. ZT-10-2016 filed by West

MINUTES OF COUNCIL REGULAR MEETING – JULY 19, 2016

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Valley City and proposed Ordinance No. 16-34, an Ordinance amending Section 7-5-101 and enacting Part 7-6-1800P of the West Valley City Municipal Code to establish a Supportive Housing Zone. Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JULY 19, 2016, WAS ADJOURNED AT 6:48 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, July 19, 2016.

Nichole Camac
City Recorder

WEST VALLEY CITY, UTAH

**A PROCLAMATION DECLARING AUGUST 2016 AS
“NEIGHBORHOOD NIGHTS” MONTH AND
AUGUST 2, 2016, AS “NATIONAL NIGHT OUT
2016” IN WEST VALLEY CITY.**

WHEREAS, West Valley City strives to reinforce the importance of Crime Prevention awareness in the City; and

WHEREAS, Crime Prevention events have been planned throughout the month of August; and

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 2, 2016 entitled “National Night Out”; and

WHEREAS, the “33rd Annual National Night Out” provides a unique opportunity for West Valley City to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program; and

WHEREAS, the Mayor and City Council of West Valley City, do hereby determine that it is essential that all citizens of West Valley City be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in West Valley City.

NOW, THEREFORE, the Mayor and City Council of West Valley City do hereby proclaim August as “Neighborhood Nights” month and August 2, 2016, as “National Night Out 2016” in West Valley City and encourage residents to participate in the activities taking place throughout the City in the month of August.

DATED this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

ID 5159 National Night Out Proclamation 2016
07/06/2015

Item: 16-107
Fiscal Impact: \$195,025.08
Funding Source: Existing Budget
Account #: 10-4123-40810,40820
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the purchase of a comprehensive data backup system from EMC.

SYNOPSIS:

We currently use Evault to back up our data. Their encryption modules are not FIPS 140-2 certified as required to send criminal justice information off site. We worked with them to get certified but they made a business decision not to become FIPS compliant. We are currently only licensed for 10TB of backup space and we are about to exceed that limit.

BACKGROUND:

Formal bidding will not be required for this purchase because EMC holds a contract with the State of Utah. If approved, this purchase would increase the disk storage for the City's backup systems both onsite and at our disaster recovery site to 49TB each. Encryption and other features will meet Criminal Justice and other standards. Backups will be much easier to manage and restoration from backup will be quicker and more reliable. This system cannot be affected by ransomware or other malware and allows us to retrieve any file from any point in time.

* This amount will be financed through US Bank

RECOMMENDATION:

City Staff recommends approval of the Resolution.

SUBMITTED BY:

Paul Isaac/Rick Westphal

WEST VALLEY CITY, UTAH

RESOLUTION NO. 16-107

**A RESOLUTION APPROVING THE PURCHASE OF
EMC DATA BACKUP SYSTEM.**

WHEREAS, the current data backup system does not meet the encryption requirements of the Criminal Justice system or the current needs of West Valley City; and

WHEREAS, EMC holds a contract with the State of Utah; and

WHEREAS, the purchase of EMC data backup system will increase the disk storage for the City's backup systems and meet Criminal Justice standards for encryption; and

WHEREAS, the price for EMC data backup system is within price parameters and meets City needs; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to purchase said backup system from EMC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase a comprehensive data backup system from EMC for an amount not to exceed \$195,025.08, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this 5th day of July 2016

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item: _____
Fiscal Impact: \$205,003.37
Funding Source: General Fund
Account #: 10-4123-40740

Budget Opening Required:

ISSUE:

A resolution authorizing the agreement with US Bancorp Government Leasing and Finance, Inc. (USBGLF) to secure funding to purchase an EMC Data Domain System to update and comply within our Information Technology Department.

SYNOPSIS:

West Valley City is required by federal law to be in compliance by mandate to secure and upgrade our data system. Our current data does not abide by this obligation, therefore we need to upgrade the system in order to maintain data integrity and security. This lease is intended to last 5 years with quarterly payments with an interest rate of 1.92%. The City will own the equipment at the end of the lease term.

BACKGROUND:

US Bancorp Government Leasing and Finance Inc. has provided a highly competitive leasing proposal for the purchase of this equipment. The proposed lease payment schedule falls within the existing authorized budget of the city.

RECOMMENDATION:

Approval of this leasing agreement.

SUBMITTED BY:

James D. Welch, Director of Finance

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 6 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE PURCHASE AND REPLACEMENT OF DATA PROCESSING EQUIPMENT.

WHEREAS, the City desires to purchase data processing equipment and services that comply with current security standards (herein "Equipment"); and

WHEREAS, favorable terms have been negotiated with US BANCORP Government Leasing and Finance, Inc. (herein "BANCORP") to initiate a lease purchase of said Equipment; and

WHEREAS, the City previously entered in a Master Lease Agreement with Bancorp; and

WHEREAS, an Agreement has been prepared for execution by and between the City and BANCORP, entitled, "Property Schedule No. 6", which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to approve Property Schedule No. 6.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached "Property Schedule No. 6" is hereby approved and the Mayor is hereby authorized to execute the same and all other related documents necessary to complete the transaction for and on behalf of West Valley City, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
FRANCINE NEVILLE
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4054

- **Property Schedule No. 6** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
 - **Reimbursement Resolution** - This is required for reimbursements to be processed. A sample has been included for your reference.
- **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification –** To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment**
- **Form 8038-G** – Blank form provided to Lessee. Please consult your local legal/bond counsel to fill out.
- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
 - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
 - **Schedule of Fees – Exhibit 2.**
 - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
 - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
 - **Class Action Negative Consent Letter – Exhibit 6.**
 - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

Property Schedule No. 6

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 6** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of April 02, 2015, between U.S. Bancorp Government Leasing and Finance, Inc., and West Valley City, Utah.

- Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- Commencement Date. The Commencement Date for this Property Schedule is July 29, 2016.
- Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
- Proceeds. Exhibit 4 is intentionally omitted.
- Acceptance Certificate. Exhibit 5 is intentionally omitted.
- Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
- Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by August 29, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 6** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

City, State Zip Code

USE: EMC Data Domain System - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$195,025.08

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	29-Oct-2016	10,250.17	9,314.05	936.12	N/A
2	29-Jan-2017	10,250.17	9,358.76	891.41	N/A
3	29-Apr-2017	10,250.17	9,403.68	846.49	N/A
4	29-Jul-2017	10,250.17	9,448.82	801.35	N/A
5	29-Oct-2017	10,250.17	9,494.17	756.00	152,445.78
6	29-Jan-2018	10,250.17	9,539.74	710.43	142,619.85
7	29-Apr-2018	10,250.17	9,585.53	664.64	132,746.75
8	29-Jul-2018	10,250.17	9,631.54	618.63	122,826.26
9	29-Oct-2018	10,250.17	9,677.77	572.40	112,858.15
10	29-Jan-2019	10,250.17	9,724.23	525.94	102,842.20
11	29-Apr-2019	10,250.17	9,770.90	479.27	92,778.17
12	29-Jul-2019	10,250.17	9,817.80	432.37	82,665.83
13	29-Oct-2019	10,250.17	9,864.93	385.24	72,504.95
14	29-Jan-2020	10,250.17	9,912.28	337.89	62,295.30
15	29-Apr-2020	10,250.17	9,959.86	290.31	52,036.65
16	29-Jul-2020	10,250.17	10,007.67	242.50	41,728.75
17	29-Oct-2020	10,250.17	10,055.69	194.48	31,371.37
18	29-Jan-2021	10,250.17	10,103.97	146.20	20,964.28
19	29-Apr-2021	10,250.17	10,152.47	97.70	10,507.24
20	29-Jul-2021	10,250.17	10,201.20	48.97	0.00
TOTALS:		205,003.40	195,025.08	9,978.34	

Interest Rate: 1.92%

(Signature on the following page)

Lessee: West Valley City, Utah
By:
Name:
Title:

EXHIBIT A

Property Description

Equipment as described in DATASHIELD's Quote No. WV388673.1, dated 6/7/2016, inserted below:

QTY	ITEM	DESCRIPTION
DD2500, Avamar, DPS		
4	PC-NA120V-1	POWER CORD NORAMERICA120V 5-15P C13 2M
1	L-BST-2500	LICENSE,BOOST,DD2500
1	L-DDOE-DD2500-36	LICENSE BASE DD OE DD2500-36=IA
1	DD2500	SYSTEM,DD2500,NFS,CIFS
1	C-FLDIN2500	OPTION,FIELD INSTALL KIT,DD2500
1	DDOS-DOC-A4N	DOCS,DD OS DOC,A4
1	DD2500-1E30	SYSTEM,DD2500+1ES30 SAS,66TB,NFS,CIFS
1	DD2500-36TB-B	SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS
1	L-REP-2500	LICENSE,REPLICATOR,DD2500
30	L-DDOE-MCAP-ACT	LICENSE DD OE PER TB MID CAPACITY ACT=CB
1	L-XCAP2500-B	LICENSE,DD2500 EXP CAP,MORE THAN 66TB
1	C-2500XMEM	OPTION,MEMKIT,DD2500,MORE THAN 66TB
1	C-2500-AES-B	OPTION,DD2500 ADD ES EXP KIT,DUAL PATH
1	C-ES30-30S-B	OPTION,ES30 SHELF,15X2TB SAS HDD
1	C-10GMOP2P	OPTION,DD 10GBE,IO MODULE,OP SFP,2PORT
1	M-ENHHWDD-M1	ENHANCED SYSTEM SUPPORT (DD) / 60 Months
60	M-ENHSWDD-M1	ENHANCED SOFTWARE SUPPORT (DD)/MO
1	456-001-192	DPS FOR VMWARE
10	456-110-832	DPS FOR VMWARE SOCKETS=IA
300	456-107-804	DPS FOR VMWARE RP4VM ENABLER=IB
1	456-110-834	DPS FOR VMWARE DPA ENABLER-C=CB
1	456-110-835	DPS FOR VMWARE DPSEARCH ENABLER=CA
1	456-109-974	DPS FOR VMWARE 2TB AVE ENABLER=CA
2	AVMA1200FG4T	AVAMAR G4T M1200 SVR FLD INSTL
2	AVM10GBMOPT-SFP	AVAMAR G4T QUAD 10GB OPT+SFP MANF INSTL
2	AVM10GBMCU	AVAMAR G4T QUAD 10GB CU MANF INSTL
4	PC-NA120V-1	POWER CORD NORAMERICA120V 5-15P C13 2M
24	W-ENHHW-001	ENHANCED HARDWARE WARRANTY/MO

36	M-ENHHWDP-M1	ENHANCED HARDWARE SUPPORT/MO
1	458-001-507	ESA FOR AVAMAR
1	458-111-202	ESA FOR AVAMAR=IA
1	458-001-446	VREALIZE DATA PROTECTION EXTN FOR AV=IA
1	458-110-203	PLUGIN FOR VREALIZE AUTOMATION=IA
1	458-109-986	VREALIZE DATA PROTECTION EXTN FOR AV=IA
1	458-000-719	BACKUP AND RECOVERY MANAGER AVAMAR=CC
1	458-103-950	BACKUP AND RECOVERY MANAGER AVAMAR
36	M-ENHSWDD-H1	ENHANCED SOFTWARE SUPPORT (DD)/MO
60	M-ENHSWDD-M1	ENHANCED SOFTWARE SUPPORT (DD)/MO
4	PC-NA120V-1	POWER CORD NORAMERICA120V 5-15P C13 2M
1	L-BST-2500	LICENSE,BOOST,DD2500
1	L-DDOE-DD2500-36	LICENSE BASE DD OE DD2500-36=IA
1	DD2500	SYSTEM,DD2500,NFS,CIFS
1	C-FLDIN2500	OPTION,FIELD INSTALL KIT,DD2500
1	DDOS-DOC-A4N	DOCS,DD OS DOC,A4
1	DD2500-1E30	SYSTEM,DD2500+1ES30 SAS,66TB,NFS,CIFS
1	DD2500-36TB-B	SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS
1	C-2500XMEM	OPTION,MEMKIT,DD2500,MORE THAN 66TB
1	C-2500-AES-B	OPTION,DD2500 ADD ES EXP KIT,DUAL PATH
1	L-REP-2500	LICENSE,REPLICATOR,DD2500
30	L-DDOE-MCAP-ACT	LICENSE DD OE PER TB MID CAPACITY ACT=CB
1	L-XCAP2500-B	LICENSE,DD2500 EXP CAP,MORE THAN 66TB
1	C-ES30-30S-B	OPTION,ES30 SHELF,15X2TB SAS HDD
1	C-10GMOP2P	OPTION,DD 10GBE,IO MODULE,OP SFP,2PORT
1	M-ENHHWDD-M1	ENHANCED SYSTEM SUPPORT (DD) / 60 Months
60	M-ENHSWDD-M1	ENHANCED SOFTWARE SUPPORT (DD)/MO
Professional Services		
2	DS-PROSRV	Professional Services - Install - DR Site / 8hr day
4	DS-PROSRV	Professional Services - Install - Primary Site / 8hr day
1	DS-TRAVEXP	Travel and Expense (estimate only, actual expenses will be invoiced)

EXHIBIT 2

Lessee's Counsel's Opinion

July 29, 2016

[To be provided on letterhead of Lessee's counsel.]

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

West Valley City, Utah
3600 Constitution Blvd
West Valley City, Utah 84119
Attention: James Welch

RE: Property Schedule No. 6 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

Ladies and Gentlemen:

We have acted as special counsel to West Valley City, Utah ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 02, 2015 (the "Master Agreement"), between West Valley City, Utah, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 6 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 6** dated as of July 29, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the West Valley City, Utah ("Lessee") does hereby certify, as of July 29, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of July 29, 2016.

West Valley City, Utah

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 6** dated as of July 29, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the West Valley City, Utah ("Lessee") does hereby certify, as of July 29, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of July 29, 2016.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 6** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: West Valley City, Utah
By:
Name:
Title:

Language for UCC Financing Statements

Property Schedule No. 6

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: West Valley City, Utah

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 6 dated July 29, 2016 to that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: July 29, 2016

Property Schedule No: 6

To: West Valley City, Utah (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the
"Lessor")
1310 Madrid St.
Marshall, MN 56258
Attn: Francine Neville

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$195,025.08, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Francine Neville at 303-585-4054.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: West Valley City, Utah
By:
Name:
Title:

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: **X** _____

By: **X** _____
(Agent's Signature)

Print Name: **X** _____

Date: **X** _____

Insurable Value: \$195,025.08

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 6

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 and the related Property Schedule No. 6 dated July 29, 2016, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously provided our tax-exemption certificate to Lessor
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: West Valley City, Utah
By:
Name:
Title:

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



CAUTION For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer’s return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer’s number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter’s (or other purchaser’s) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term “lease” is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE REIMBURSEMENT RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE [NAME OF GOVERNING BOARD] OF [NAME OF ISSUER] DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, [NAME OF ISSUER] (the "Issuer") is a political subdivision organized and existing under the laws of [ISSUER'S STATE]; and

WHEREAS, the Issuer [has paid, beginning no earlier than {DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADOPTION OF RESOLUTION} and] will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the capital project (the "Project"), as more fully described in Appendix A attached hereto; and

WHEREAS, the [NAME OF GOVERNING BOARD] of the Issuer (the "Board") has determined that the money [previously advanced no more than 60 days prior to the date hereof and] to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the "Obligations");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Obligations for the Expenditures with respect to the Project made on and after [{DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADOPTION OF RESOLUTION}], which date is no more than 60 days prior to] the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Obligations.

Section 2. Each Expenditure [was and] will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable <<Name of Fund>> regulations.

Section 3. The maximum cost of the Project is expected to be \$ _____

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Division recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 200__

(Name)
(Title)

Attested to:

(Name)
(Title)

APPENDIX A

DESCRIPTION OF PROJECT

[Describe the project for which the Expenditures have been and/or will be paid.]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of July 29, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), West Valley City, Utah ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and a Property Schedule No. 6 thereto dated July 29, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$195,025.08, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the

Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

West Valley City, Utah, as Lessee
By:
Name:
Title:
Address: 3600 Constitution Blvd West Valley City, Utah 84119

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 th Street, 12 th Floor Denver, CO 80202

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION MONEY MARKET ACCOUNT AUTHORIZATION FORM DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

West Valley City, Utah

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent For West Valley City, Utah Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of July 29, 2016 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), West Valley City, Utah (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and Property Schedule No. 6 thereto dated July 29, 2016 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ _____

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 6** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: West Valley City, Utah
By:
Name:
Title:

Exhibit 6

Class Action Negative Consent Letter

July 29, 2016

West Valley City, Utah
3600 Constitution Blvd
West Valley City, Utah 84119

RE: USBGLF/West Valley City, Utah - - Class Action Litigation Claims

Dear James Welch:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Jennifer Petruno
Vice President
303-585-4597

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signer

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Item: _____

Fiscal Impact: \$43,000.

Funding Source: Existing Budget

Account #: 10-4123-40255

ISSUE:

An agreement with Cloud Sherpas for Google Apps for Business, Google Apps Vault and Google Drive Storage.

SYNOPSIS:

Cloud Sherpas is providing West Valley City with Email services.

BACKGROUND:

The original contract was with Omnetic and now our Google Apps are supplied through Cloud Sherpas.

RECOMMENDATION:

City staff recommends approval of this contract.

SUBMITTED BY:

Paul Isaac, Assistant City Manager, Rick Westphal IT Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A SALES CONTRACT BETWEEN WEST VALLEY CITY
AND CLOUD SHERPAS FOR HOSTED GOOGLE APPS,
E-MAIL AND GOOGLE DRIVE STORAGE.**

WHEREAS, several hosted services providers were evaluated and it was determined that Cloud Sherpas is able to provide very specialized services that are cost effective and that best fit the City's needs; and

WHEREAS, these services qualify under the provisions of Title 5 – West Valley City Procurement Code Section 5-3-111, Very Specialized or Confidential Services; and

WHEREAS, a sales contract has been prepared for execution by and between the City and Cloud Sherpas. This contract, which is attached hereto and entitled "Cloud Sherpas Sales Contract" sets forth the rights, duties and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above referenced Contract with Cloud Sherpas; and

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Council as follows:

1. That the document entitled "Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract for and in behalf of West Valley City, subject to approval of the final form of the Contract by the City Manager and the City Attorney's Office; and
2. That these services qualify under the provisions of Title 5 – West Valley City Procurement Code Section 5-3-111, Very Specialized or Confidential Services.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____
_____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

CLOUD SHERPAS SALES CONTRACT

This Cloud Sherpas Sales Contract ("Sales Contract") dated 27th of June, 2016 is made by and between Cloud Sherpas (GA) LLC ("Cloud Sherpas") and West Valley City ("Client") and will govern Client's purchase from Cloud Sherpas of products and services.

1. Products and Services. Cloud Sherpas and its Affiliates have alliance relationships with third party product and services vendors ("Third Party Suppliers"). As part of many such arrangements, Cloud Sherpas is able to resell the Third Party Supplier's hardware, software and other products (collectively "Products") and Third Party Supplier services ("Services") and may receive discounts or rebates from the Third Party Suppliers in connection with the sale of such Products or Services. Products and Services are sold by Cloud Sherpas as a reseller under the terms and conditions established by the applicable Third Party Supplier. All Products and Services are provided subject to the Third Party Supplier's applicable terms, which shall constitute an agreement between Client and the Third Party Supplier only, and not Cloud Sherpas, and which Client may be required to execute or accept (via signature or online acceptance) as a condition of the sale (the "Third Party Supplier Terms"). Cloud Sherpas has no obligation to provide the Products or Services unless and until Client has accepted or executed the applicable Third Party Supplier Terms in the manner required by the Third Party Supplier. The Third Party Supplier Terms may be superseded by either written agreement between the Third Party Supplier and Client or written authorization by Third Party Supplier to Cloud Sherpas, provided that Third Party Supplier allows such agreement or authorization to apply to Client's purchase through Cloud Sherpas. Cloud Sherpas will provide such Third Party Supplier Terms to Client prior to acceptance of the Sales Quotation upon request. Third Party Suppliers are independent contractors and shall not be deemed employees, agents, subcontractors or authorized representatives, partners or joint venturers of Cloud Sherpas.

2. Sales Quotations. Products and Services purchased or licensed hereunder will be listed on order form(s) or sales quotation(s) issued by Cloud Sherpas to Client (each, a "Sales Quotation"). The initial term of any Sales Quotation will be set forth on such Sales Quotation (the "Initial Term"), and unless otherwise agreed to in a Sales Quotation, each Sales Quotation will automatically renew for successive 12-month terms at the end of the Initial Term for so long as Client remits the applicable payments and/or fees for the Products or Services (each, a "Renewal Term"). Cloud Sherpas will order or provide the Products and Services specified on each Sales Quotation that has been accepted by both Client and Cloud Sherpas. Client accepts a Sales Quotation by signing the Sales Quotation or by issuing a purchase order for the Products or Services listed in the Sales Quotation. Cloud Sherpas accepts a Sales Quotation if it signs the Sales Quotation, provides an electronic acceptance of the Sales Quotation, or to the extent that Cloud Sherpas orders or provides Products or Services pursuant to such Sales Quotation; provided however, that Cloud Sherpas' acceptance of each Sales Quotation is subject to acceptance by the Third Party Supplier. As such, Cloud Sherpas is not obligated to sell Products or Services to Client unless and until Cloud Sherpas has received such authorization from the Third Party Supplier. Cloud Sherpas' obligation to fulfill any accepted Sales Quotation is expressly limited to the quantities, descriptions, delivery locations, transaction-specific terms, and pricing of Products and Services specified in a Sales Quotation provided by Cloud Sherpas, except that (a) where Third Party Supplier requests to substitute a Product, Cloud Sherpas may make such substitution upon written notice of approval from Client; and (b) Client may change the location where Products are to be delivered by written notice to Cloud Sherpas, subject to acceptance by Cloud Sherpas. All Sales Quotations shall be subject to the terms and conditions of this Sales Contract, in its entirety without addition, modification or exception. Any term, condition or proposal submitted by Client in a purchase order or otherwise (whether orally or in writing) which is inconsistent with or in addition to the applicable Sales Quotation or the terms and conditions of this Sales Contract is specifically rejected by Cloud Sherpas and will be of no force or effect, unless signed by an authorized representative of Cloud Sherpas. Cloud Sherpas' silence or failure to respond to any such subsequent or different term, condition or proposal, or signature by any other individual, shall not be deemed to be Cloud Sherpas' acceptance or approval thereof. Client and Cloud Sherpas also may agree in writing to different or additional terms and conditions related to specific Products or Services in the applicable Sales Quotation, which will modify the terms and conditions of this Sales Contract solely as related to such Products and Services. This Sales Contract, including any accepted Sales Quotations, constitutes the entire agreement between the parties regarding a purchase of Products or Services from Cloud Sherpas and supersedes and replaces any previous communications, representations or agreements.

3. Prices and Payment. Client agrees to pay as invoiced the total purchase price for the Products and Services agreed in the Sales Quotation (the "Fee"), plus Billable Taxes (as defined in Section 4) and applicable delivery and insurance charges. Any changes to the Fee applicable to any Renewal Terms are dictated by the Third Party Supplier. Cloud Sherpas will provide Client notice of any such Fee changes by invoice as soon as commercially practicable after receiving notice of such changes from the Third Party Supplier. Payment in full is due either (i) within 30 days of Client's date of an invoice, or (ii) with respect to any Renewal Term, the lesser of 30 days from the date of such notice or the number of days left in the then current Initial Term or Renewal Term. For any Renewal Term, Client may either (i) remit payment, thus accepting such Fee changes and renewing the Sales Quotation for a successive Renewal Term; or (ii) reject the Fee change in writing to Cloud Sherpas, thus canceling the Sales Quotation as of the end of the then current Initial Term or Renewal Term, as applicable. In the event Cloud Sherpas does not notify Client of a Fee change pursuant to this Section 3 during the then current Initial Term or Renewal Term, the Sales Quotation will renew at the current Fee.

Client will be deemed to have received any invoice sent electronically or by facsimile when it is transmitted. Interest on any payment or part thereof past due will accrue at the lower of the rate of 1.5% per month or the maximum rate allowed by law. Client will be responsible for Cloud Sherpas' costs of collection for any payment default, including court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Cloud Sherpas reserves the right to suspend further deliveries until payment is received. Any amounts associated with any Products or Services, including any Billable Taxes, will be collected by Cloud Sherpas solely in its capacity as an independent reseller of such Product or Service.

4. Taxes.

- a. The price of Products and Services shall be exclusive of any applicable taxes including but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, and other similar taxes or duties ("Indirect Taxes"). In addition to the purchase price, Client shall pay or reimburse Cloud Sherpas for Indirect Taxes, property taxes and all other similar taxes, local fees or charges imposed by any federal, state, or local governmental entity for Products and/or Services provided under this Sales Contract (collectively, "Billable Taxes"), unless Client has provided Cloud Sherpas with a direct pay permit or valid exemption certificate for the applicable jurisdiction. In the US only, Client's location where the Products and Services are delivered will be the location where Billable Taxes are assessed.
- b. Where Cloud Sherpas is required by prevailing legislation to apply Indirect Taxes in respect to any Product or Service resold by Cloud Sherpas to Client, Cloud Sherpas shall provide Client with a relevant invoice that specifically states the value of Indirect Taxes payable at the rate prevailing at the time of issuing valid invoice(s). Where Client is permitted by prevailing legislation to recover or obtain relief from such Indirect Taxes, Cloud Sherpas shall endeavour to ensure that such invoices meet all the necessary conditions required by prevailing legislation to allow Client to recover or obtain relief from such Indirect Taxes. Client shall pay to Cloud Sherpas the value of the invoice plus any Billable Taxes.
- c. If Cloud Sherpas has incorrectly overcharged Billable Taxes to Client, then Cloud Sherpas shall correct the invoice within 60 business days of such an error being discovered and notified to Cloud Sherpas, and credit to Client any Billable Taxes.
- d. If Cloud Sherpas has incorrectly undercharged Billable Taxes to Client, then Cloud Sherpas shall correct the invoice within 60 business days of such an error being discovered and notified to Cloud Sherpas, and charge to Client any Billable Taxes plus any applicable interest, but not penalties, charged by a taxing authority.
- e. In the event that a withholding tax is payable by Client in respect of the price, Client shall be required to "gross up" the amount of such payment and shall pay the total amount reflected on the invoice. Client will provide to Cloud Sherpas evidence that Client has remitted to the relevant authority the sum withheld within 30 days of payment to the relevant authority. Client agrees to pay such taxes unless Client has provided Cloud Sherpas a valid exemption certificate for the applicable jurisdiction. In the event that a double taxation treaty applies and provides for a reduced withholding tax rate, Client shall only withhold and pay the reduced tax on behalf and for the account of Cloud Sherpas, if an appropriate certificate is issued by the competent tax authority and provided by Cloud Sherpas to Client.
- f. Client agrees to reimburse and hold Cloud Sherpas harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client to pay under this Section.
- g. Cloud Sherpas agrees to reimburse and hold Client harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Cloud Sherpas to pay under this Section.
- h. Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, applicable social taxes, and for taxes on any property it owns or leases. Subject to the above, the price of Products and Services shall be exclusive of all such taxes, duties and levies. In the event that any taxes become chargeable or payable by Cloud Sherpas or Client that have not been provided for in this Sales Contract, Cloud Sherpas and Client will agree the relevant steps to be taken with regard to such taxes at the appropriate time.
- i. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible including, if available, acceptance of electronic delivery of software products with no media backup.

5. Delivery and Risk of Loss. Shipment and delivery of Products and Services will be in accordance with the applicable terms and conditions and availability schedule of the Third Party Supplier and its distributors and resellers that supply Cloud Sherpas. Title and risk of loss will each pass to Client from Cloud Sherpas immediately after transferring to Cloud Sherpas. Notwithstanding anything in this paragraph, title to all licensed intellectual property remains with the applicable licensor(s), Client rights and obligations related to all such intellectual property are contained in the license agreement between Client and the licensor(s), and Client agrees that it shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by applicable licensor(s) on or in the Products. Client grants to Cloud Sherpas a security interest in all Products purchased under this Sales Contract, and authorizes Cloud

Sherpas to execute and file financing statements or other documents necessary to perfect Cloud Sherpas' security interest. Such security interest will terminate when Cloud Sherpas has received all amounts due for the Product(s).

6. Order Changes, Cancellations and Returns. Any order changes, cancellations or returns of Products or Services will be governed by the applicable Third Party Supplier policies. Client will be responsible for any fees, penalties or other amounts payable by Cloud Sherpas or Client to any third party as a result of any order change, cancellation or return.

7. Availability. All orders are subject to the availability of underlying Products and Services. Cloud Sherpas will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages incurred as a result of delays or the failure to meet a stated delivery schedule. All terms related to delivery of Products and Services shall be those provided by the Third Party Supplier.

8. Limited Warranty. ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM CLOUD SHERPAS OR ITS AFFILIATES. Client may be eligible for any Third Party Supplier's warranties, indemnities or other commitments made by such Third Party Supplier with respect to any Products or Services and Cloud Sherpas will provide commercially reasonable assistance to Client in enforcement thereof. However, to the extent required under an agreement with a Third Party Supplier, Cloud Sherpas will either (a) assist Client with support to the extent permitted by its agreement with such Third Party Supplier, or (b) assist Client with escalation of any issues, incidents or support requests to the Third Party Supplier. Otherwise, Cloud Sherpas will have no obligation to provide any support or other services with respect to the Products or Services, except as otherwise set forth in a Sales Quotation. Third Party Suppliers may provide certain technical support services or service levels for the Products or Services pursuant to applicable Third Party Supplier Terms. In the event Third Party Supplier Terms specify a service level, Cloud Sherpas will flow available remedies directly to Client on the Third Party Supplier's behalf (i.e. if a service level remedy is a credit, Cloud Sherpas will grant the credit to the Client on behalf of the Third Party Supplier). Cloud Sherpas accepts no liability for any claims arising out of any act or omission, including negligence, by any Third Party Supplier, including delays in shipping or delivery of nonfunctional or incorrect Products or Services. In purchasing the Products, Client is relying on the Third Party Supplier's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Cloud Sherpas or its Affiliates.

9. Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS SALES CONTRACT, OR CLIENT'S AGREEMENT WITH THE THIRD PARTY SUPPLIER, AND SUBJECT TO APPLICABLE LAW, CLIENT AGREES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES. CLOUD SHERPAS, ITS AFFILIATES, THIRD PARTY SUPPLIERS, AGENTS AND SUBCONTRACTORS MAKE NO OTHER, AND EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT), ARISING OUT OF OR RELATED TO THIS SALES CONTRACT, INCLUDING ANY WARRANTY RELATING TO PRODUCTS OR SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE PRODUCT.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL CLOUD SHERPAS, ITS AFFILIATES OR ITS OR THEIR THIRD PARTY SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY: (A) LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS SALES CONTRACT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) CLAIMS, DEMANDS OR ACTIONS AGAINST CLIENT BY ANY THIRD PARTY, INCLUDING CLAIMS RELATED TO THIS SALES CONTRACT; (C) LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CLIENT'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY CLOUD SHERPAS OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THIS SALES CONTRACT; (D) UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE; OR (E) LIABILITY OF ANY KIND (INCLUDING IN CONTRACT, TORT OR ANY OTHER BASIS) IN EXCESS OF THE AMOUNT PAID FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS. Client expressly waives any claim that it may have against Cloud Sherpas, its Affiliates, agents, subcontractors or Third Party Suppliers based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret, trade mark or other intellectual property rights with respect to any Product or Service. No action arising out of or related to this Sales Contract may be brought by Client more than two years after the damage, loss or expense occurred. The parties agree that the limitations of liability in this paragraph are fair and reasonable and do not deprive either party of its essential purpose or an adequate remedy. This paragraph shall not be construed to limit any of Client's rights in an agreement between Client and the applicable Third Party Supplier.

11. Limitations on Use. Client agrees and represents that Client is buying Product for Client's own internal use and not for resale. PRODUCTS RESOLD BY CLOUD SHERPAS ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR

SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS OR SERVICES COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT CLIENT'S SOLE RISK.

12. Confidential Information and Personal Data. Each party may be given access to information (in any form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the disclosing party as confidential information or which a reasonable person would deem to be confidential under the circumstances excluding Personal Data ("Confidential Information"). Confidential Information may only be used by the receiving party in connection with the Products and Services offered or purchased under this Sales Contract and otherwise as reasonably needed to perform its obligations under this Sales Contract. Cloud Sherpas may disclose Confidential Information concerning Client to Third Party Suppliers that are bound by written obligations of confidentiality no less protective than the terms of this Sales Contract for purposes of selling or providing Products or Services to Client, including pre-sales and post-sales activities. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to Cloud Sherpas and Client personnel (including such personnel employed by their respective affiliates) and subcontractors engaged in the performance, management, receipt or use of the Products or Services under this Sales Contract, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Sales Contract. Nothing in this Sales Contract will prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of the information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Sales Contract. Each party will exercise commercially reasonable efforts not to disclose any Personal Data to the other party and to restrict the other party's access to its Personal Data, but if a party is given access to the other party's Personal Data, the receiving party will protect such Personal Data using a reasonable standard of care against unauthorized access, use, alteration, destruction, loss or disclosure. With respect to Client Personal Data that Cloud Sherpas may incidentally have access to, Client remains the data controller and Cloud Sherpas shall be its data processor. The parties shall comply with their respective obligations under all applicable laws relating to data privacy, information security or security breach notification (together, the "Data Privacy Laws"). "Personal Data" shall have the meaning given it in the Data Privacy Laws.

13. Assignment. Client may not assign this Sales Contract to any third party without the prior written consent of Cloud Sherpas. Subject to the restrictions in assignment contained in this provision, this Sales Contract will be binding on and inure to the benefit of the parties hereto and their successors and assigns.

14. Force Majeure. Cloud Sherpas will not be responsible for any delays in delivery or failure to perform that may result from any circumstances beyond Cloud Sherpas' reasonable control, including as a result of carrier delays, fire, severe weather conditions, failure of power, epidemics, labor problems, acts of war, terrorism, embargoes, acts of God or acts or laws of any government or agency.

15. Termination and Survival. This Sales Contract, or any Sales Quotation, may be terminated at any time, without cause or penalty, (i) by Cloud Sherpas upon 10 business days' prior written notice to Client, or (ii) by Client upon written notice to Cloud Sherpas at least 60 days prior to the end of the then-current Initial Term or Renewal Term, as applicable. However, any Sales Quotation accepted by both parties prior to the date of termination of this Sales Contract or the applicable Sales Quotation will remain in effect and continue to be governed by the terms and conditions of this Sales Contract and no refund will be due to Client. In addition, Cloud Sherpas may terminate this Sales Contract or any Sales Quotation if: (i) Client fails to pay any amounts properly due; (ii) Client breaches the applicable Third Party Supplier Terms; (iii) the Third Party Supplier terminates the applicable Third Party Supplier Terms; or (iv) Cloud Sherpas ceases to be an authorized reseller of the Third Party Supplier Products or Services. In any event, all Fees paid by Client prior to termination will be non-refundable. Notwithstanding the foregoing, either party may immediately terminate this Sales Contract, including any Sales Quotations, if the other party stops payment of its debts generally or ceases to carry on its business or substantially the whole of its business, or, if any order is made, or any effective resolution is passed, or any voluntary or involuntary proceeding is commenced by or against such party seeking winding-up, liquidation, receivership, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect, and such proceeding is not dismissed within 60 days. The parties agree that all terms and conditions of this Sales Contract which by their sense or nature should be deemed to survive termination of this Sales Contract will be deemed to so survive.

16. Governing Law and Venue. This Sales Contract will be governed by the substantive laws of the State of Illinois without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Sales Contract. Both parties to this Sales Contract specifically agree to submit to the exclusive jurisdiction of, and venue in, the state and federal courts in Chicago, Illinois in any dispute arising out of or relating to this Sales Contract.

17. Compliance with Export and Other Laws. Each party will retain responsibility for its compliance with all applicable laws, including export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties. Cloud Sherpas will only sell or provide Products and Services to Client at locations within the United States. Cloud Sherpas shall

not, and shall not be required by the terms of this Sales Contract to be, directly or indirectly involved in the import (other than the import into the United States for the resale), export, re-export, or transfer (physically or electronically) of Products, Services or any related parts, components, accessories, know-how or technical data ("Materials"). Client acknowledges that transfers of Materials may be subject to any and all licenses, permits, export license exceptions or other authorizations (collectively, "Export Authorizations"). Client agrees to (i) comply with any and all Export Authorizations; (ii) expressly assume responsibility for determining licensing requirements and obtaining license authority; (iii) appoint a U.S. agent and provide the U.S. agent with a power of attorney or other written authorization, as applicable; and (iv) satisfy any other formalities required to import, export, re-export or transfer (physically or electronically) the Materials. Without limitation of the foregoing, Client shall comply with all applicable U.S. and other countries' export control and economic sanctions laws, including the U.S. Export Administration Regulations ("EAR"), the U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Belarus, Burma (Myanmar), Cuba, Democratic Republic of Congo, Iran, Ivory Coast, Liberia, North Korea, Somalia, Sudan, Syria and Zimbabwe ("Restricted Countries"), restrictions on transactions involving certain designated persons and entities on U.S. Government restricted parties lists ("Restricted Parties"), and the U.S. Foreign Trade Regulations, in performance of this Sales Contract and in the import, export, re-export, or transfer of Materials. Client shall not export, re-export or otherwise transfer Materials or Services to any Restricted Countries or Restricted Parties.

18. Rules of Construction and Definitions. An Affiliate is any entity controlling, controlled by or under common control with Cloud Sherpas. The headings in this Sales Contract are for reference purposes only and will not affect in any way the meaning or interpretation of this Sales Contract. As used in this Sales Contract, unless otherwise provided to the contrary, (a) all references to days, months or quarters will be deemed references to calendar days, months or quarters and (b) any reference to an "Article," "Section," will be deemed to refer to an Article or Section of this Sales Contract. Unless the context otherwise requires, as used in this Sales Contract, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Sales Contract refer to this Sales Contract as a whole and not to any particular provision of this Sales Contract. Whenever the words "include," "includes" or "including" are used in this Sales Contract, they will be deemed to be followed by the words "without limitation." References in this Sales Contract and Sales Quotations to "\$" will be deemed a reference to United States dollars unless otherwise specified.

19. Miscellaneous. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between Cloud Sherpas and Client is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Sales Contract is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Sales Contract must be in writing. This Sales Contract and any Sales Quotation may be signed in separate counterparts each of which will be deemed an original and all of which together will be deemed to be one original. This Sales Contract and any accepted Sales Quotations, transmitted by facsimile machine or other electronic means, will be treated in all manner and respects as an original document.

The parties hereto have executed this Sales Contract by their duly authorized representatives.

AGREED TO BY:

Client: West Valley City

By: _____

Name: _____

Title: _____

Date: _____

AGREED TO BY:

CLOUD SHERPAS (GA) LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 6.30.16

Item #:	
Fiscal Impact:	\$164,100
Funding Source:	Storm Water Utility
Account #:	36-7531-40740-00000-0000
Budget Opening Required:	No

ISSUE:

Purchase a new Tymco 600 Sweeper valued at \$245,100.00 less \$81,000.00 trade-in value of a Tymco 600 Sweeper.

SYNOPSIS:

Intermountain Sweeper submitted a proposal to the Public Works Department. The proposal qualifies under the provisions of the West Valley City Procurement Code 5-3-110, Procurement to Meet Existing Needs. The code allows the procurement of matching equipment when it is beneficial to operations and maintenance. The Fleet Manager and Operations Managers have negotiated the best price available.

BACKGROUND:

Street sweepers are high maintenance vehicles. The current policy of replacing sweepers every four years has proven economical by avoiding high repair costs and recouping high trade-in values for the old sweepers. The street sweeper being replaced is a 2011 Tymco 600.

The Public Works Department has used Tymco sweepers for many years, and has been pleased with the equipment performance, and the customer service received from Intermountain Sweeper, the local Tymco vendor.

RECOMMENDATION:

Approve the purchase of the Tymco 600 Sweeper, with a 2011 Tymco 600 Sweeper as a trade-in. Cost of the new sweeper is \$245,100 minus the trade-in value of \$81,000, with the net purchase cost at \$164,100.

SUBMITTED BY:

Russell B. Willardson, P.E.
Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY TO PURCHASE A TYMCO 600 SWEEPER FROM INTERMOUNTAIN SWEEPER FOR USE BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, Intermountain Sweeper has submitted a proposal for a new Tymco 600 Sweeper, and will accept a trade-in of a used Tymco 600 Sweeper for an \$81,000 trade-in value; and

WHEREAS, the bid price from Intermountain Sweeper is within price parameters and meets the City needs; and

WHEREAS, the purchase qualifies under the provisions of West Valley City Purchasing Code 5-3-110, Procurement to Meet Existing Needs; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the purchase of a new Tymco 600 Sweeper for use by the Public Works Department;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Valley City, State of Utah, as follows:

1. The City is hereby authorized to purchase a new Tymco 600 Sweeper from Intermountain Sweeper for \$245,100.00, less the trade-in of \$81,000.00 for a used Tymco 600 Sweeper, for a total cost not to exceed \$164,100.00;
2. The Mayor is hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said purchase; subject to approval of the final form by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

QUOTATION

INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road
West Jordan, UT 84084
(801) 955-6280
Fax (801) 969-6048
Toll Free Outside S.L. 1-800-748-5456

TO ■
Darrin Burke
West Valley City
2855 South 3600 West
West Valley, UT 84119

QUOTATION DATE

5/23/16

SALESPERSON

Andrew

TERMS	SHIPPED VIA	F.O.B.	ESTIMATED SHIPPING DATE	
Net 10	Best way	Destination	15 Days ARO	
DESCRIPTION			OPTION PRICES	AMOUNT
Tymco 600 BAH Regenerative Air Sweeper Mounted on 2016 Navistar 4300-DT Chassis Comdex Package <u>BUILT IN VALUE INCLUDES</u> John Deere turbo diesel aux. engine-99 HP Tier 3 HD air cleaner with turbo pre cleaner/filter minder Auto shutdown for lo oil and high temperature and low coolant Broom Assist Head-BAH with head deluge cleanout Dust control system w/330 gallon tank w/in cab level gauge High output water system-Cat 290 pump Air purge on water system Air Operated Diaphragm pump wash down system Hopper deluge clean out system with four nozzles Rubber lined blower with Lo Noise ratio Abrasion protection package with bolt in rubber liners Hopper suction throat liner with inlet wear flange Double capacity Centrifugal Dust Separator Auxiliary 8" suction hose with hydraulic assist boom Dual gutter brooms with floodlights, parabolic mirrors In cab hydraulic gutter broom tilt left and right Duo skids with 2 Year warranty Dual steering with dual air suspension seats Deluxe back lit control console & Severe weather wiring package Oversize storage box and tool carrier, work platform w/steps Dual hopper inspection doors, In cab dump switch Amber strobe w/limb guard and flashers on rear Back up alarm and rear floodlights, air horn 215 HP Turbo Diesel DT Engine with Allison 2500RDS-P 31,000 GVW Chassis Brake Air Dryer In cab air conditioner with AM/FM stereo, elec. heated mirrors Leaf pressure bleeder Operator Training DVD				\$245,100.00
			Less Trade in for 2011 Tymco 600	
				-\$81,000.00
			Net	\$164,100.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR _____ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED
BY



Intermountain Sweeper Co.

ACCEPTED BY

DATE

PURCHASE ORDER #

THANK YOU! WE APPRECIATE YOUR BUSINESS.

QUOTATION

INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road
West Jordan, UT 84084
(801) 955-6280
Fax (801) 969-6048
Toll Free Outside S.L. 1-800-748-5456

TO ■
Darrin Burke
West Valley City

QUOTATION DATE

5/23/16

SALESPERSON

Andrew

TERMS	SHIPPED VIA	F.O.B.	ESTIMATED SHIPPING DATE	
Net 10	Best way	Destination	With Unit	
DESCRIPTION			OPTION PRICES	AMOUNT
<u>Tymco 600 Options</u>				
BAH Broom Assist Head with main broom inside Head			Included	
Lo noise Turbo charged engine Tier 3			Included	
In cab hydraulic gutter broom tilt - each			Included	
Gutter Broom drop down for scrubbing in front of head Each			Included	
Auto Sweep Interrupt System			Included	
Auxiliary Suction hose with hydraulic assist and auxiliary hydraulics and remote pendant control			Included	
Auxiliary fuse panel			Included	
Aux hand hose extension nozzle 42" Each			\$425.00	
Hi/Low pressure wash down system with Cat pump and wand			\$1,450.00	
Air operated diaphragm pump with high volume wash down hose			Included	
Hydraulic Curtain Lifter with in cab control			Included	
High output water system w/extra nozzles for extreme dust control			Included	
Reverse Pickup Head Chains			Included	
Backup and head camera system with color monitor			Included	
Variable Speed Gutter Brooms with hydraulic control			Included	
Engine intake heater for aux engine Cold Weather aid			Included	
Hopper load indicator with in cab warning			Included	
Double Capacity Centrifugal Dust Separator Upgrade			Included	
Full length cab light bar- LED type with 12 modules			Included	
Arrow stick with in cab controller LED			Included	
Upgrade blower housing to Nitronic Stainless Steel			Included	
2 speed rear axle			Included	
Stainless steel hopper, screen, HC Dust separator			Included	
Upgrade screen to wire woven 1/4" Mesh Chip Screen Split type			Included	
COMDEX Pack with 330 gallons, tool box, work platform w/steps			Included	
Head deluge with hydrant hookup			Included	
Some options may affect standard equipment by change or upgrade				

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR _____ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED
BY



Intermountain Sweeper Co.

ACCEPTED BY

DATE

PURCHASE ORDER #

THANK YOU! WE APPRECIATE YOUR BUSINESS.

Item: _____
Fiscal Impact: \$1,828,000
Funding Source: Class C Roads
Account #: 45-9610-40750-75204-0000

Budget Opening Required: No

ISSUE:

Award Contract for the 2016 Asphalt Overlay Project.

SYNOPSIS:

The lowest responsible bid was received by Staker Parson Companies in the amount of \$1,741,286.81.

BACKGROUND:

Bids were opened for the project on July 6, 2016. A total of three (3) bids were received. The project includes the construction of asphalt pavement rotomill and overlay, and other miscellaneous road and infrastructure repairs.

Work will be performed on the following streets within the city:

3000 W -- 3835 South to End of Cul-de-sac
3100 South -- 2700 West to Decker Lake Drive
3425 West -- 4400 South to Meadow Brook Drive
Hopi Dr -- Meadow Brook Drive to 4100 South
3740 West -- 4700 South to End of Cul-de-sac
3800 South -- 2700 West to Redwood Road
4400 South -- 3600 West to 3200 West
4565 West -- Manhattan Drive to 3650 South
4525 West -- 4565 West to 3650 South
6400 West -- 3100 South to Parkway Blvd
Brians Way (3420 W) -- Crestfield Drive to 4400 South
Dartmouth Drive (4520 W) -- 4700 South to Utah & Salt Lake Canal
West Point Drive -- 4800 West to Dartmouth Drive
Frontage Road -- 3600 West to 3200 West
Sunnyvale Drive -- Volta Ave to 4400 West
Thayn Drive (3935 S) -- 4800 West to 4400 West
Westshire Drive -- 2700 West to 3800 South

An overview of the capital improvements plan can be found at <https://wvc-ut.maps.arcgis.com/apps/webappviewer/index.html?id=a49389a9429a4b1a9412d627d0bc47e1>

RECOMMENDATION:

Award the contract to Staker Parson Companies in the amount of \$1,741,286.81, and authorize the Public Works Department to spend no more than \$1,828,000 in potential change orders.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDED A CONTRACT TO STAKER
PARSON COMPANIES, FOR THE 2016 ASPHALT OVERLAY
PROJECT.**

WHEREAS, West Valley City solicited bids from qualified contractors for the 2016 Asphalt Overlay Project; and

WHEREAS, Staker Parson Companies, (hereinafter "Staker") submitted the lowest responsive, responsible bid for the Project; and

WHEREAS, Staker meets all other requirements of the Project specifications; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the citizens of West Valley City to award a contract for the 2015 Asphalt Overlay Project to Staker;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. Staker is hereby awarded a contract for the 2016 Asphalt Overlay Project; and
2. The contract with Staker shall be in the amount of \$1,741,286.81, with authorization to spend an additional \$1,828,000.00 if change orders become necessary; and
3. The Mayor is hereby authorized to execute a contract with Staker for the 2016 Asphalt Overlay Project, subject to approval of the final form of the contract by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR


ATTEST:

CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary

2016 Asphalt Overlay Project #CCR-428

Opening Date: July 6, 2016

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 1,715,563.01				
Response 1		(\$17,412.87)	(\$17,412.87)		
Staker Parsons	\$ 1,741,286.81	-1%	-1%	(\$34,825.74)	\$1,706,461.07
Response 2		\$0.00	\$0.00		
Geneva Rock	\$ 1,783,813.61	0%	0%	\$0.00	\$1,783,813.61
Response 3		(\$18,516.47)	(\$18,516.47)		
Kilgore	\$ 1,851,646.94	-1%	-1%	(\$37,032.94)	\$1,814,614.00

Item: _____
Fiscal Impact: _____ \$0
Funding Source: _____ N/A
Account No: _____ N/A

Budget Opening Required: ☐

Issue:

Non-Exclusive Sewer Easement and Grant of Temporary Construction Easement

Synopsis:

Approval and execution of a Non-exclusive Sewer Easement to Kearns Improvement District and a Grant of Temporary Construction Easement to Ralph L. Wadsworth Construction across property located at approximately 6342 West 5400 South.

Background:

UDOT's Mountain View Corridor construction necessitates the relocation of an existing sewer line, in conflict with the new roadway. Due to the depth of the sewer, the original alignment proposed by UDOT would conflict with existing traffic signal equipment on the corner of 5400 South and Mountain View Corridor. UDOT's contractor proposed realigning the sewer through the southwest corner of property owned by West Valley City and used for parking at the USANA Amphitheater. The Grant of Temporary Construction Easement will give UDOT's contractor authority to construct the sewer through the corner of the city property. The Non-Exclusive Sewer Easement will allow Kearns Improvement District to maintain their sewer through the city property. UDOT's contractor has coordinated with Pristine Alpine Entertainment (United Concerts) for the safety and security of the site during parked events. Pristine Alpine Entertainment, LLC will also sign as a grantor on the Grant of Temporary Construction Easement.

Recommendation:

Grant a Non-exclusive Sewer Easement to Kearns Improvement District and a Grant of Temporary Construction Easement to Ralph L. Wadsworth Construction. Authorize the Mayor to sign said easements for and in behalf of West Valley City.

Submitted By:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A
NON-EXCLUSIVE SEWER EASEMENT WITH KEARNS
IMPROVEMENT DISTRICT AND A GRANT OF
TEMPORARY CONSTRUCTION EASEMENT TO RALPH L.
WADSWORTH CONSTRUCTION FOR PROPERTY
LOCATED AT APPROXIMATELY 6342 WEST 5400 SOUTH.**

WHEREAS, UDOT's Mountain View Corridor construction necessitates the relocation of an existing sewer line; and

WHEREAS, the sewer alignment proposed by UDOT conflicts with traffic signal equipment on the corner of 5400 South and Mountain View Corridor; and

WHEREAS, the sewer will be realigned through the southwest corner of property owned by West Valley City and used for parking at USANA Amphitheater; and

WHEREAS, UDOT's contractor, Ralph L. Wadsworth Construction, requires access through the property in order to construct the sewer; and

WHEREAS, a document entitled "Non-Exclusive Sewer Easement" has been prepared for execution by and between West Valley City and Kearns Improvement District to allow installation, maintenance and replacement of a sewer line and associated facilities on the Property; and

WHEREAS, West Valley City and Pristine Alpine Entertainment have executed Grant of Temporary Construction Easement to facilitate construction of the sewer; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Non-Exclusive Sewer Easement and said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Non-Exclusive Sewer Easement and said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easements for and on behalf of West Valley City upon final approval of the City Manager and City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED MAIL TO:
KEARNS IMPROVEMENT DISTRICT
5350 WEST 5400 SOUTH
KEARNS, UTAH 84118

Space above for County Recorder's use

PORTION OF PARCEL I.D. #**20-11-300-026**

Tax ID No. 20-11-300-026

Parcel No. 0182:199:TAQ

NON-EXCLUSIVE SEWER EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTOR, hereby grants to and Kearns Improvement District, a political subdivision of the State of Utah, GRANTEE, its successors in interest, a perpetual non-exclusive easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, and replacement of a sewer line and associated facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

A perpetual nonexclusive sewer easement for the benefit of the Kearns Improvement District, situate in the W1/2 of Section 11, Township 2 South, Range 2 West, S.L.B.&M., in Salt Lake County, Utah, incident to the Utah Department of Transportation project known as S-0085(5)0, MVC; 5400 South To 4100 South, said easement described as follows:

COMMENCING at the Southwest Corner of said Section 11, thence South 89°42'50" East 139.52 feet along the section line and North 00°17'10" East 159.27 feet to the Point of Beginning; said point being coincident with the easterly Utah Department of Transportation right of way line and no-access line of said project and the northerly right-of-way of 5400 South Street; thence coincident with said right of way line the following two courses and distances:

(1) thence North 40°49'37" West a distance of 22.62 feet; (2) thence North 10°09'48" East a distance of 36.78 feet, said point bears South 03°10'19" East a distance of 2415.74 feet from the W 1/4 of said Section 11; thence South 34°32'29" East a distance of 64.51 feet to the northerly right-of-way line of said 5400 South Street; thence South 89°38'03" West 28.28 feet along said right-of-way line to the Point of Beginning.

The above described part of an entire tract of land contains 1,078 square feet or 0.025 acre in area, more or less.

WITNESSED the hand of said GRANTOR this ____ day of _____, 2016.

GRANTOR:
West Valley City, a municipal corporation of the State of Utah

Ron Bigelow, Mayor

State of Utah _____)
:ss
County of Salt Lake _____)

On this _____ day of _____, 2016, personally appeared before me
Ron Bigelow, whose identity is personally known to me or proved to me on the basis of
satisfactory evidence, and who affirmed to me that he is the **Mayor of West Valley City, a Utah
municipal corporation of the State of Utah**, and that this document was signed by him in behalf
of said municipal corporation by authority of a Resolution of the West Valley City Council.

Notary Public

WHEN RECORDED RETURN TO:
KEARNS IMPROVEMENT DISTRICT
5350 WEST 5400 SOUTH
KEARNS, UTAH 84118

Space above for County Recorder's use
PORTION OF PARCEL I.D. #**20-11-300-026**
Tax ID No. 20-11-300-026
Parcel No. 0182:199:TAQ

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, and **Pristine Alpine Entertainment, LLC, a Utah limited liability company**, of 466 South 400 East #200, Salt Lake City, Utah 84113, GRANTORS, hereby grant and convey to **Ralph L. Wadsworth Construction Company, LLC, a Utah limited liability company**, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at approximately 6342 West 6400 West, for construction and replacement of improvements, said easement being described as follows:

A temporary construction easement for the benefit of the Kearns Improvement District, situate in the W1/2 of Section 11, Township 2 South, Range 2 West, S.L.B.&M., in Salt Lake County, Utah, incident to the Utah Department of Transportation project known as S-0085(5)0, MVC; 5400 South To 4100 South, said easement described as follows:

COMMENCING at the Southwest Corner of said Section 11, thence South 89°42'50" East 139.52 feet along the section line and North 00°17'10" East 159.27 feet to the Point of Beginning; said point being coincident with the easterly Utah Department of Transportation right of way line and no-access line of said project and the northerly right-of-way of 5400 South Street; thence coincident with said right of way line the following two courses and distances:

(1) thence North 40°49'37" West a distance of 22.62 feet; (2) thence North 10°09'48" East a distance of 36.78 feet, said point bears South 03°10'19" East a distance of 2415.74 feet from the W 1/4 of said Section 11; thence South 34°32'29" East a distance of 64.51 feet to the northerly right-of-way line of said 5400 South Street; thence South 89°38'03" West 28.28 feet along said right-of-way line to the Point of Beginning.

The above described part of an entire tract of land contains 1,078 square feet or 0.025 acre in area, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for ninety (90) days, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this ____ day of _____, 2016.

GRANTOR:

West Valley City, a municipal corporation of the State of Utah

Ron Bigelow, Mayor

State of Utah _____)
:SS
County of Salt Lake _____)

On this _____ day of _____, 2016, personally appeared before me **Ron Bigelow**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that he is the **Mayor of West Valley City, a Utah municipal corporation of the State of Utah**, and that this document was signed by him in behalf of said municipal corporation by authority of a Resolution of the West Valley City Council.

Notary Public

WITNESSED the hand of said GRANTOR this ____ day of _____, 2016.

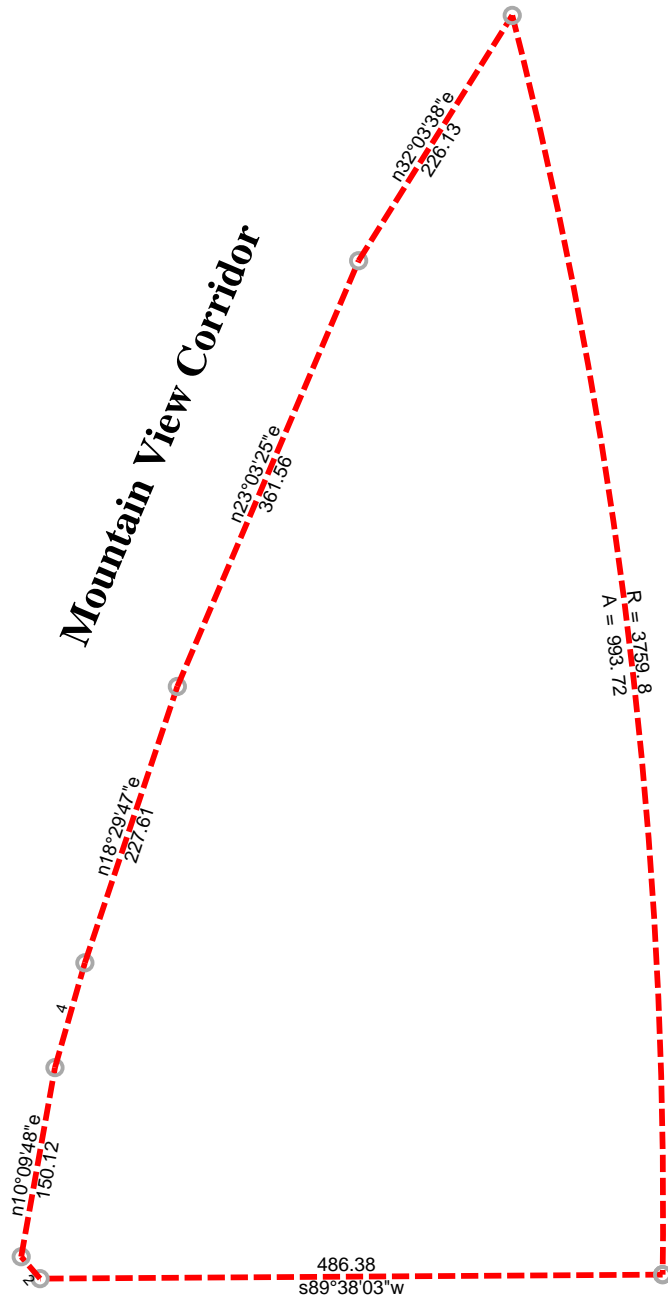
GRANTOR
Pristine Alpine Entertainment, LLC,
a Utah limited liability company

James C. McNeil, Jr., Managing Member

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me **James C. McNeil, Jr.**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **Pristine Alpine Entertainment, LLC**, a Utah limited liability company, and that the within foregoing instrument was signed on behalf of said limited liability company by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Notary



West Valley City - 5400 South parcel from UDOT

7/13/2016

Scale: 1 inch= 150 feet

File:

Tract 1: 7.0662 Acres (307805 Sq. Feet), Closure: s25.1356e 0.01 ft. (1/452635), Perimeter=2553 ft.

01 s89.3803w 486.38
02 n40.4937w 22.62
03 n10.0948e 150.12
04 n15.5428e 85.16
05 n18.2947e 227.61
06 n23.0325e 361.56
07 n32.0338e 226.13

08 Rt, r=3759.80, arc=993.72, chord=s06.4834e 990.83

ISSUE: _____
FISCAL IMPACT: N/A
FUNDING SOURCE: N/A

ISSUE:

A resolution appointing Matt MacPherson to the Professional Standards Review Board.

SYNOPSIS:

This resolution appoints Matt MacPherson as a member of the Professional Standards Review Board for a two year term commencing on July 26, 2016 and ending on July 1, 2018.

BACKGROUND:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

RECOMMENDATION:

Ratify the City Manager's appointment of Matt MacPherson to the Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF MATT MACPHERSON TO THE
PROFESSIONAL STANDARDS REVIEW BOARD FOR A
TERM COMMENCING JULY 26, 2016 AND ENDING JULY
1, 2018.**

WHEREAS, members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to appoint Matt MacPherson to serve on the Professional Standards Review Board for a term commencing July 26, 2016 and ending July 1, 2018; and

WHEREAS, Matt MacPherson is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Matt MacPherson to the Professional Standards Review Board for a term commencing July 26, 2016 and ending July 1, 2018.

PASSED AND APPROVED this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Matt MacPherson

2943 S. Sefton Drive Salt Lake City, UT 84120 801.828.7800 Cell

Employment History

Founder – SkyeCheck, L.L.C. – Salt Lake City, UT - May 2016 – Present

- Employer of Record services firm startup

CEO – Intermountain Technology Services, L.L.C. – Salt Lake City, UT September 2011- Present

- Technology specialized full-service staffing and recruiting firm
- Provide leadership for 6 full-time employees and over 500 contractors
- Train, support and develop staff members to be able to cross support each other and provide high level of efficiency
- Develop new clients and maintain an existing book of business for dozens of clients simultaneously
- Recruit, interview, coordinate, hire, fire and provide all onboarding/offboarding services required for contract, contract to hire and perm placement candidates
- Establish business services in 32 states and Canada in 40 different locations
- Establish partnerships with vendors and other providers in other markets to expand our coverage and better provide high quality services to our clients and contract employees
- Provide day to day management and support of over \$2.5MM budget, legal support, regulatory compliance at city, state and federal levels, etc.

Division Director – Robert Half Technology – Salt Lake City, UT November 2007 - September 2011

- Manage a team of IT Sales and IT Recruiting professionals
- Provided skills development of staff, training, team building and motivation
- Developed relationships with IT and Business managers through networking events, conferences and through shared contacts to expand business influence.
- Successfully expand a book of business from target accounts that had no prior experience with Robert Half.
- Negotiate terms, rates, and scope of projects including drafting proposals, work statements, and contracts.
- Organize events, including marketing events, to expand RHT's visibility in the market.
- Sit on Board of Directors for HDI, SLCC DACUM, U of U MSIS Board, CCI Curriculum Committee as well as regular attendance to leads groups, IT5, SIM/AIM, user groups and events.
- Partner with organizations to provide total ownership of staffing needs.
- Built a book of business to increase market share and profitability, successfully turning Salt Lake City into the # 2 RHT market for the company world-wide. Held top ten ranking on personal sales production rankings for company (among over 1,000 RHT employees) for all of 2011 and held # 3 position as top manager in the company.

Sr. Technical Recruiter – Robert Half Technology – Salt Lake City, UT April 2006 – November 2007

- Successfully recruited and placed a wide spectrum of candidates in the technology industry.
- Responded urgently to open order requests and a goal to have each open position filled meeting urgent time constraints and deadlines.
- Presented job opportunities to qualified IT candidates and negotiated contract terms.
- Screened potential consultants through in-house interviews.
- Performed reference checks, exit interviews and other background verifications for all candidates.

- Directed and managed staff of 50 consultants to ensure their satisfaction.
- Developed sales leads from resumes, referrals and references.
- Responsible for day-to-day interaction with "C" level technology consultants
- Daily interaction with high-level hiring technology managers/directors/VP's /CXO's

Systems Administrator – CaseData Corporation – Bountiful, UT 2004 – 2006

- Directly support over 200 employees with day to day operations, including 24 hour on-call support for overseas offices
- Maintain 250+ workstations and 100+ servers with hardware upgrades, OS updates and software configuration and upgrades
- Add/remove employees from Active Directory as needed, create Exchange accounts, create access cards for physical security, establish and audit AD security regularly
- Configure and maintain BlueCoat Proxy server, Citrix Presentation Servers, Citrix Secure Access Gateway (SSL VPN), 3Com NBX, IP phones, WSUS and MOM servers, 20+ SQL 2005 servers and 20+ IIS 5/6 Servers
- Develop a viable lab operation for testing new software deployments, future expansion and other procedural requirements

Systems/Network Consultant – Fail-Safe Internet Security, Corp – Las Vegas, NV 2002 – 2004

- Worked as a consultant to assist companies with network deployments, Windows Server deployments, security standardization and planning
- Assisted clients with high stress, short term projects that required fast learning and good troubleshooting skills

Network Administrator – Information Systems Consulting – Las Vegas, NV 2000 – 2002

- Worked as a consultant to engineer deployment of switchgear, routers, firewalls and provided analysis of network to determine bottlenecks and security risks
- Administered Server NT/2000 deployments in small and medium businesses
- Directly managed a team of 5 technicians
- Maintained small NT network of ten workstations and two servers

Computer Technician – Self Employed. – Las Vegas, NV 1994 – 1997

- Troubleshoot hardware, OS and application problems ranging from viruses to data loss, upgrades and maintenance
- Maintain own billing system for purchasing, receivables and for hardware stock

Boards/Committees _____

2007-2015 Vice President of Vendor Relations for the Salt Lake City HDI Board

2009 Strategic Advisory Board Member for University of Utah MBA Program

Personal Information/Awards _____

2011 Hit #1 sales production on scorecard and maintained top ten rankings for the year

2007 Robert Half Technology- recognized as top producer three times

2006 Casedata Team Award- departmental award for hard work, excellence, unity

2002 Four-time Employee of the Month award winner – Information Systems Consulting

Education _____

Kaplan University, Online

CLC, Las Vegas, Nevada

AS – Network Engineering and Management

MCSE + I (Windows NT), A+ certifications, MCP

Durango High School, Las Vegas, Nevada

ISSUE: _____
FISCAL IMPACT: N/A
FUNDING SOURCE: N/A

ISSUE:

A resolution appointing John O'Donnell to the Professional Standards Review Board.

SYNOPSIS:

This resolution appoints John O'Donnell as a member of the Professional Standards Review Board for a two year term commencing on July 26, 2016 and ending on July 1, 2018.

BACKGROUND:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

RECOMMENDATION:

Ratify the City Manager's appointment of John O'Donnell to the Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF JOHN O'DONNELL TO THE
PROFESSIONAL STANDARDS REVIEW BOARD FOR A
TERM COMMENCING JULY 26, 2016 AND ENDING JULY
1, 2018.**

WHEREAS, members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to appoint John O'Donnell to serve on the Professional Standards Review Board for a term commencing July 26, 2016 and ending July 1, 2018; and

WHEREAS, John O'Donnell is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of John O'Donnell to the Professional Standards Review Board for a term commencing July 26, 2016 and ending July 1, 2018.

PASSED AND APPROVED this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

John O'Donnell, RN
3480 South Ashby View Cove, West valley City 84128
435.830.0303 | johnjodonnell@aol.com

Current Position

Jorfan valley Hospital and Medical Center West Campus
Director Behavioral Health Unit Avute Psychiatric Service
4/16 – Present

West Valley City, UT 84120

Manage acute psychiatric services for a 22 bed secure inpatient unit. Managing budget, supervising nurses, psychaitric technicians and MSW level Psychaitric Therapists and Crisis Workers. The service includes intake, diagnosis, treatment planning, stabilization and aftercare planning for a wide range of patients with a wide range of disorders who live within local communities.

Experience

11/14 – 8/15

**Optum Medical Network United Health Group
Director, Clinical Quality Utah**

- Designed, planned and implemented HEDIS – STARS strategies for 2,100 primary care, and 5,700 specialist providers, serving 48,000 UHC Medicare Advantage lives in Utah.
- Promoted and trained large primary care practices in driving increased performance in Quality metrics identified by CMS adopted NCQA Guidelines.
- Promoted health promoting health initiatives and activities.

1997 – 2014

**Granger Medical Clinic | West Valley, UT
12/96–1/14 Chief Operations Officer
1/14–11/14 Director, Quality & Risk Management**

- Designed strategies accommodating Grangers' rapid practice growth.
- Supervised and promoted "expectation management" of providers and staff.
- Designed organizational changes, operational workflows, and system trainings.
- Monitored and measured staff productivity and surveyed customer satisfaction.
- Developed Primary Care Medical Home and Population Health Management strategies.
- Quality Improvement Committee leadership and managed risk investigations.
- Represented the clinic with Utah and federal compliance and regulatory agencies.

2000 – 2006

Highland Ridge Hospital | Salt Lake, UT

- PART TIME: RN responsible for 24 bed mixed unit (Psych / Alcohol-Drug dependency)
- Admissions assessment and staff leadership.

1992 – 1997

**Aetna Health Plans | Salt Lake City, UT
Quality Management Consultant**

- Designed strategies to bring national quality standards to the organization.
- Planned and promoted NCQA-HEDIS activities for AHP Corporate Management.
- Developed, wrote and implemented initial sets of Corporate Credentialing Standards.
- Participated in a "Quick Implement Team" to offset systemic problems in field offices.
- Implemented trainings in collaboration with local field office leadership to best understand and adopt newly crafted NCQA HEDIS standards.

1990 – 1992**Olympus View Psychiatric Hospital | Salt Lake City, UT
CNO & Deputy Hospital Administrator**

- Leadership team with 24/7 accountability for hospital operations and CNO responsibilities.
- Operationalized new personnel management protocols, training programs, and educational opportunities for licensed and non-licensed personnel and key staff.
- Directed 24/7 activities for 70 inpatient and 40 outpatient beds.
- Transformed the clinical operations to a positive culture that acquired a full 3- year JCAHO accreditation with commendation for the Nursing Department.
- Marketing initiatives promoting hospital and program services.

1981 – 1990**McLean's Psychiatric Hospital
Belmont, MA.**

- Psychiatric Hospital affiliated with Harvard Medical School and the Massachusetts General Hospital
- Responsible for the care of a wide variety of psychiatric population with mixed clinical presentations.
- Skills ranged from medication administration, direct care and unit management for the acute ICU unit within the institution.

1983 – 1990**Boston City Hospital, Emergency Department
Boston, MA.**

- Psychiatric Nurse Clinician, providing psych services in a 54 bay Trauma I Emergency Room.

Education

- **St. Anslems College, Manchester NH**
Certificate in Nursing Administration and Management
- **Massachusetts College of Pharmacy and Allied Health, Boston, MA**
Registered Nursing, Cum Laude with minor in Transcultural Nursing and Organizational Behavior
- **Laboure College of Allied Health, Boston, MA**
Nursing, Academic Achievement Award

Civic Commitment and Service

2000 – 2014	Member, Medical Group Management Association.
2009 – 2015	Salt Lake Community College, Medical Assisting Program Academic Advisory Counsel
2009 –	Honorary Colonel, West Valley City Police, Community Liaison
2010 – 2015	Former Elected Member, Tooele County Stansbury Park Service Agency
1995 – 2008	Utah Air Rescue, Civil Air Patrol, Commander

Item: _____
Fiscal Impact: \$315,000
Funding Source: State Highway Projects Fund
Account #: 45-9610-40750-75204-0000

Budget Opening Required: No

ISSUE:

Award Contract for the 2016 Asphalt Polymer Project.

SYNOPSIS:

The lowest responsible bid was received by Morgan Pavement in the amount of \$288,917.46.

BACKGROUND:

Bids were opened for the project on July 19, 2016. A total of two (2) bids were received.

This project consists of the application of a polymer mastic seal as a high density roadway surface preservation treatment on several roads within the city. It is designed to seal the surface on newer pavements to prevent oxidation of the asphalt oil from water infiltration and ultraviolet exposure.

Work will be performed on various streets within the city. An overview of the capital improvements plan can be found at the following link.

<https://wvc-ut.maps.arcgis.com/apps/webappviewer/index.html?id=a49389a9429a4b1a9412d627d0bc47e1>

RECOMMENDATION:

Award the contract to Morgan Pavement in the amount of \$288,917.46, and authorize the Public Works Department to spend no more than \$315,000 in potential change orders.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO
MORGAN PAVEMENT FOR THE 2016 ASPHALT
POLYMER TREATMENT PROJECT.**

WHEREAS, proposals were solicited from qualified contractors for the 2016 Asphalt Polymer Treatment Project; and

WHEREAS, Morgan Pavement (herein “Morgan”) submitted the lowest responsible bid for said work; and

WHEREAS, Morgan meets all other requirements of the proposal specifications; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the 2016 Asphalt Polymer Treatment Project to Morgan Pavement;

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Council as follows:

1. Morgan Pavement is hereby awarded the contract to perform the 2016 Asphalt Polymer Treatment Project.
2. Said contract shall be in an amount not to exceed \$288,917.46, with authorization to spend an amount not to exceed \$315,000 through change orders on the Project.
3. The Mayor is hereby authorized to execute a contract with Ridge Rock to perform the 2016 Asphalt Polymer Treatment Project, subject to the final approval of the contract by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.


WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary
 2016 Asphalt Polymer Treatment Project
 Jul 19, 2016

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 284,848.20				
Response 1 Morgan Pavement	\$ 288,917.46	(\$2,889.17)	(\$2,889.17)	(\$5,778.35)	\$283,139.11
		-1%	-1%		
Response 2 Precision Asphalt Maintenance	\$ 292,986.72	\$0.00	\$0.00	\$0.00	\$292,986.72
		0%	0%		